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ABSTRACT

This agreement is entered into by and between the Board of Trustees of State Colleges of the Commonwealth of Massachusetts and the Lowell State College Faculty Federation, AFT Local 2174, AFL-CIO, as the exclusive collective bargaining agent for faculty members in the bargaining unit. Articles of the agreement cover: recognition and definitions, relationship between the board and the federation, use of college facilities, faculty fringe benefits, statement on academic freedom and responsibility, selection of department chairmen, participation in decisionmaking, process of faculty evaluation, access to faculty personnel files, faculty workload, grievance procedures, and the policy-making authority of the board of trustees. Appendices include payroll dues deduction authorization, board's policy on appointment, promotion and tenure, and definition of the work year. This agreement shall be in effect for the period from October 1, 1973 to June 30, 1976. (PG)

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AGREEMENT BETWEEN

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THE BOARD OF TRUSTEES
OF STATE COLLEGES
OF THE COMMONWEALTH
OF MASSACHUSETTS

AND

THE LOWELL STATE COLLEGE
FACULTY FEDERATION

AFT LOCAL 2174 AFL-CIO

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TABLE OF CONTENTS

PREAMBLE

ARTICLE I
Recognition and Definitions

A. Recognition
B. Jurisdiction
C. Dues Check-Off
D. Definitions
E. Faculty Entitlement under this Agreement

ARTICLE II
Relationship Between Board and Federation

A. Fair Practices
B. Individual Contracts
C. Consultation
D. Information

ARTICLE III
Use of College Facilities

ARTICLE IV
Faculty Fringe Benefits

A. Paid Leave of Absence
   1. Sick Leave
   2. Sabbatical Leave
   3. Funeral Leave
   4. Other Leaves
   5. Exclusions from Leave Deduction

B. Unpaid Leaves of Absence
   1. General Policy
   2. Maternity Leave
C. Insurance
   1. Life Insurance
   2. Health and Accident Insurance
   3. Workmen's Compensation
D. Tax Deferred Annuities
E. Change in Benefits
F. Changes in Agreement

ARTICLE V
Statement on Academic Freedom and Responsibility

ARTICLE VI
Selection of Department Chairman

A. Definition of Chairman's Responsibilities
B. Advisory Procedures for the Selection of Department Chairman
C. Recall of Department Chairman
D. Appointment of Acting Department Chairman

ARTICLE VII
Participation in Decision Making

A. The All-College Council: Membership and Responsibilities
   1. Membership on the All College Council
      (a) Election of Faculty Representatives
      (b) Election of Student Representatives
      (c) Administration Representatives
   2. Vacancies on the All College Council
   3. Council Chairmanship
   4. Council Meetings
   5. Establishment of Executive Committee
   6. Establishment of ad hoc Committees of the All College Council

B. Role and Responsibilities of the All College Council and the College President
   1. Role of the All College Council
   2. Role of the President of the College

C. The Committees of the All College Council—Membership and Responsibilities
   1. Educational Affairs Committee
   2. College Affairs Committee
   3. Student Affairs Committee

D. Committee Meetings
E. Post Election Procedures
F. Eligibility
G. Establishment of Departmental Committees
H. Student Participation in Decision Making

ARTICLE VIII
Process of Faculty Evaluation

A. The Composition and Role of the Departmental Personnel Committee
B. The Role of the Department Chairman
C. The Role of the ad hoc Evaluation Committee
D. The Role of the President of the College
E. Criteria for Appointment, Promotion and Tenure

ARTICLE IX
Access to Faculty Personnel Files

ARTICLE X
Faculty Workload, Scheduling and Course Assignments

ARTICLE XI
Faculty Grievance Procedures

A. Intent
B. Definition
C. Procedures for Filing a Grievance
D. Waiver, Admission and Termination

ARTICLE XII
No Strike Pledge

ARTICLE XIII
Statutory Responsibilities of the Board

ARTICLE XIV
Compliance with Board Time Schedules

ARTICLE XV
The Policy Making Authority of the Board of Trustees

ARTICLE XVI
Duration and Extent

A. Duration
B. Extent

ARTICLE XVII
Saving Clause

APPENDICES:

A. Payroll Dues Deduction Authorization
B. Board's Policy on Appointment, Promotion and Tenure; Non-Discrimination; and Definition of Work Year

PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges of the Commonwealth of Massachusetts and the Lowell State College Faculty Federation, AFT Local 2174, AFL-CIO, as the exclusive collective bargaining agent for faculty members in the bargaining unit as described in Article I, Section A.

Lowell State College is an important part of a statewide system of institutions of higher learning operated through the Board of Trustees of State Colleges under the laws of the Commonwealth of Massachusetts. The parties recognize the need to accommodate the variations in character of individual campuses of the State College system and have sought to reflect these differences in the manner of prescribing for direct participation of faculty, students, and administrators in governance and decision making.

The parties recognize their strong mutual interest in the future growth and development of Lowell State College as an institution of higher learning. They also affirm the special role of faculty and students in helping to form the institution's educational policies, goals and programs.

They therefore commit themselves fully to the serious task of developing and applying the highest standards in learning, teaching, scholarship and service at Lowell State College, for the central purpose of enhancing the education of all its students.

ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of Sta... olleges (hereinafter referred to as the "Board") recognizes the Lowell State College Faculty Federation AFT Local 2174, AFL-CIO (hereinafter referred to as the "Federation") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

All faculty who hold a full-time appointment from

the Board as Professor, Associate Professor,

Assistant Professor and Instructor

B. Jurisdiction

During the term of this Agreement, the jurisdiction of the Faculty Federation shall extend to those faculty who now or hereafter hold full-time appointments to the positions included in the bargaining unit.

C. Dues Check-Off

The Faculty Federation shall be permitted authorization for payroll deductions as set forth in Appendix A.

D. Definitions

1. **Academic Year.** The term "academic year" as used in this Agreement comprises the inclusive dates from September 1 to June 30. (See Appendix B)

2. **Administration.** The term "administration" as used in this Agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time; such designation shall not include individuals and positions as defined in Article I, Section A of this Agreement.

3. **Board.** The term "Board" as used in this Agreement refers to the Board of Trustees of State Colleges as defined in M.G.L.c. 15, Section 20A.

4. **Campus.** The term "campus" as used in this Agreement refers to any site or location of the facilities or properties of Lowell State College.

5. **College.** The term "College" as used in this Agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the use of Lowell State College.

6. **Dean.** The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding equivalent position as may be designated from time to time by the Board.

7. **Department.** The term "Department" as used in this Agreement refers to the organizational units of the faculty as are now or as may from time to time hereafter be established, disestablished, or modified by the President and recognized by the Board. The existing Departments are: (1) Art, (2) Behavioral Science, (3) Education,

(4) English, (5) History and Political Science, (6) Languages, (7) Mathematics, (8) Music, (9) Philosophy, (10) Biological and Physical Science, (11) Physical Education and (12) Nursing.

8. **Department Chairman.** The term "Department Chairman" as used in this Agreement shall mean any person appointed by the President in accordance with the provisions of Article VI of this Agreement to fulfill the responsibilities set forth herein with respect to any Department of the College as defined in this Agreement.

9. **Faculty.** The term "faculty" as used in this Agreement means any member of the bargaining unit.

10. **Junior Faculty.** The term "junior faculty" as used in this Agreement means any member of the bargaining unit at the rank of Instructor or Assistant Professor.

11. **Senior Faculty.** The term "senior faculty" as used in this Agreement means any member of the bargaining unit at the rank of Associate or Full Professor.

12. **Federation.** The term "Federation" as used in this Agreement refers to the Lowell State College Faculty Federation, AFT Local 2174, AFL-CIO.

13. **Federation Representative.** The term "Federation Representative" as used in this Agreement means any representative of the Federation who is a member thereof, and has been officially so designated in writing to the President of the College, or a representative of the Massachusetts Federation of Teachers or the American Federation of Teachers who has been officially so designated in writing to the President of the College by the President of the Federation.

14. **Grievance.** The term "grievance" as used in this Agreement means a complaint by a member, or members of the faculty, or the Federation brought during the term of this Agreement that an express provision of this Agreement, or of any of the policies of the Board which are expressly incorporated by reference in Article XII of this Agreement, has been violated in its application to him, or the Federation, as the case may be.

15. **Official Personnel Correspondence.** The term "Official Personnel Correspondence" shall be defined to identify correspondence from the Board or the Administration to the faculty member which states therein that it is an Official Personnel Correspondence and that, as such, a copy thereof will be filed in the member's Official Personnel File.

16. **President.** The term "President" as used in this Agreement means the chief executive officer of Lowell State College, or a person acting in that capacity, duly appointed and authorized by the Board.

17. **Promotion.** The term "promotion" as used in this Agreement means advancement to a higher faculty rank.

18. **Rank.** The term "rank" as used in this Agreement means any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor and Professor.

19. **Semester hours.** Semester hours shall be equated to the credit hours assigned to a course. In computing semester hours, a science laboratory credit hour shall be equated to three quarters of a semester hour. The college administration shall endeavor to provide assistant instructors in science laboratory classes wherever possible.

20. **Student.** Except as otherwise specified, the term "student" as used in this Agreement means any person certified by the Dean to be matriculated in an undergraduate program at the College, to be in good academic standing, and to be carrying at least twelve (12) credit hours at the beginning of each semester. The terms "freshman", "sophomore", "junior" and "senior" as used in this Agreement mean any person so certified by the Dean.

21. **Graduate Student.** The term "graduate student" as used in this Agreement means any person certified by the Dean of Graduate Studies, or his designee, to be matriculated as a graduate student in a graduate degree credit program, and to be carrying at least three (3) credit hours per semester.

22. Wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

E. Faculty Entitlement under this Agreement

Every member of the faculty within the bargaining unit as described in Article I, A, shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in elections in the manner provided in this Agreement.

ARTICLE II
RELATIONSHIP BETWEEN THE BOARD AND THE FEDERATION

A. Fair Practices

1. As the sole bargaining agent the Federation shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex, or marital status. The Federation shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Trustees agree to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age, or participation in or association with the activities of any employee organization.

3. The Federation agrees to cooperate with the Board in the implementation of the Affirmative Action Program.

B. Individual Contracts

This Agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this Agreement shall be incorporated by reference into and made part of any individual academic year or calendar year contract of employment with the Board of Trustees, except that in the case of individual contracts of employment existing as of the date of this Agreement, this Agreement shall not be incorporated by reference therein, without the assent and approval of each such faculty member. Upon such approval, in the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling.

C. Consultation

On behalf of the Board, the Director of the Division of State Colleges, or his designee,

and the President of Lowell State College shall meet with representatives of the Federation once each semester for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of the Agreement. The President of the College shall meet with representatives of the Federation once each month during the academic year; and at such other times within five (5) days after a request of either the President of the College or of the President of the Faculty Federation for the purpose of maintaining and improving relationships.

D. Information

The Board shall make available to the Federation upon its written request and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed confidential.

ARTICLE III
USE OF COLLEGE FACILITIES

Upon request to the President of the College or his designee, the Federation shall be permitted to meet at the College if appropriate facilities are available. All requests must be in writing at least twenty-four (24) hours prior to the requested meeting. The parties agree to use their best efforts to schedule meetings involving faculty in a manner designed to avoid conflicts between such duly requested and previously scheduled meetings.

The President or his designee shall assign two (2) bulletin boards for the exclusive use of the Federation for the purpose of posting Federation notices.

The Federation shall be permitted the right to place Federation notices in faculty mailboxes in accordance with duly authorized procedures.

Federation members within their respective Departments shall be entitled to use telephones existing within their respective Departments for purposes of intra-college communications of official Federation or Departmental business.

The Federation shall be provided with an office on the campus.

ARTICLE IV
FACULTY FRINGE BENEFITS

A. Paid Leaves of Absence

1. **Sick Leave**

(a) All faculty members shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first of the month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

(b) Sick leave not used in any year may be accumulated.

2. **Sabbatical Leave**

Any faculty member who has served as such in the state colleges for at least seven (7) consecutive years after entering such service, or if a sabbatical leave of absence has previously been granted to him after the termination of the last such sabbatical leave, may, upon written recommendation of the President of the College, be granted by the Director of the Division of State Colleges, a sabbatical leave of absence, for study or research, for a period of one (1) year at half pay or for a period of half year at full pay for such period; provided, that prior to the granting of such sabbatical leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such sabbatical leave he will return to the State College service and serve as a teacher in the same or another State College for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

3. **Funeral Leave**

Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, parent, spouse's parent, brother or sister of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. **Other Leaves**

Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave" (Red Book) shall also be available to faculty members in accordance with the provisions thereof.

5. **Exclusions from Leave Deduction**

Upon the written application of a faculty member, and upon the affirmative recommendation of his Department Chairman, the President of the College or his designee may grant such faculty member permission to attend a professional conference, a convention, or a meeting of a learned society, without loss of compensation.

B. Unpaid Leaves of Absence

1. **General Policy**

Upon the application of a faculty member, and a recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a faculty member may submit his application for such unpaid leave may include but shall not be limited to (a) advanced study, (b) participation in exchange teaching programs in other states, territories or countries and (c) participation in a cultural program related to his professional responsibilities, and for such other purposes as may be allowed under the laws of the Commonwealth.

Any faculty member granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Trustees.

a. Maternity Leave

Every professional full-time female faculty member who has been employed at least three (3) consecutive months and who has given at least two (2) weeks notice prior to her anticipated date of departure, and who has given notice of her intention to return is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period.

Any faculty member taking such a maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status, pay, and seniority; provided,however, if other faculty at equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave she shall retain any preferential consideration for any other position to which she may be entitled as of the date of her leave. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities. The maternity leave does not affect the faculty member's right to sick leave or vacation time.

C. Insurance

1. Life Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement pursuant to the provision of M.G.L. c. 32A, §§5,6,8,10 and 10A.

2. Health and Accident Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement pursuant to the provisions of M.G.L.c 32A, §§5,6,8 and 10.

3. Workmen's Compensation

The members of the bargaining unit shall be covered by the provisions of M.G.L.c. 152 to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the provisions of M.G.L.c. 15, §18A.

E. Changes in Benefits

The foregoing provisions of this Article notwithstanding, the parties agree that if, during the term of this Agreement, changes in the benefits provided in this Article are authorized and funds provided therefor by the General Court, or are duly established by administrative action applicable to such benefits, then upon such event, the benefits shall be increased, or decreased, or terminated, as the case may be, after conference between the parties, from the effective date of such increase , decrease or termination during the balance of the term of this Agreement.

F. Changes in the Agreement.

The parties further agree that should the provisions of M.G.L.c. 149, §178F, existing as of the date hereof be amended by the General Court, the parties shall, upon thirty (30) days written notice of either, meet and confer with respect to such amendment and may incorporate any written agreement mutually agreed upon into this Agreement. The provisions of this section, however, shall not be deemed to impair any term in this Agreement contained.

ARTICLE V
STATEMENT ON ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with college activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

ACADEMIC FREEDOM

The teacher is entitled to full freedom in research and in the publication of the results, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

ACADEMIC RESPONSIBILITY

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE VI
DEPARTMENT CHAIRMAN

The Department Chairman is appointed by the President, who may declare a vacancy to exist at any time in a Department Chairmanship.

A. Definition of Chairman's Responsibilities

The responsibilities of each Department Chairman shall be to promote the academic and intellectual growth of his Department, and the effective use of the educational resources and programs within the Department in meeting the objectives of the College and the needs of the students.

Specifically, the Department Chairman shall be responsible to the Academic Dean or some other administrator as may be designated by the President, for the performance of assigned duties which shall be:

1. The recruitment of candidates for faculty positions within his Department;

2. The evaluation of faculty members within his Department in accordance with the provisions set forth in Article VIII of this Agreement;

3. The assignment to faculty of obligations in accordance with the prescribed curriculum, subject to the provisions of Article X hereof;

4. The implementation of approved academic standards and policies as they pertain to departmental programs; and

5. Preparing estimates of future educational, fiscal and physical needs of the Department.

In the discharge of these responsibilities, the Department Chairman shall consult with the members of the Department and the Academic Dean.

B. Advisory Procedures for the Selection of Department Chairman

Upon the declaration of a vacancy, the President shall notify the members of the Department. The following procedures shall be followed in appointing a Department Chairman.

1. During the third week following the declaration of such vacancy in any Department Chairmanship, the Academic Dean shall call a meeting of the members in the Department in which the vacancy exists. This meeting shall be for the purpose of recommending to the President a person or persons, either from within or outside of the College, as a candidate or candidates for Department Chairman.

2. All faculty members within the Department shall be eligible to participate in the recommendations for the Department Chairmanship.

3. The Academic Dean shall subsequently submit to the President the departmental recommendations for Department Chairman, if any.

4. The President of the College shall consider any such departmental recommendations in making his final decision in appointing a Department Chairman, either from within or outside the College.

C. Recall of Department Chairman

The parties recognize that the recall of a Department Chairman by Department members is an unusual occurrence, and that such recall of a Chairman should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a Department Chairman by Department members shall not be used until a Chairman has served at least one (1) calendar year from the date of his appointment.

1. Upon presentation to the Academic Dean, during the Academic year, of a petition signed by a majority of all of the faculty members of the department excluding the Department Chairman, setting forth a statement of the desire to recall the Chairman of that Department, the Dean shall promptly give fourteen (14) days written notice to all members of the Department, and to the President of the Federation setting forth the time, date, place and purpose of a meeting to consider the recall petition and to vote whether to recommend to the President that he recommend a vacancy to exist.

2. The President of the Federation shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and vote within the Department.

3. A vote of two-thirds (2/3) of all faculty members of the Department shall be required to recommend to the President that he declare a vacancy to exist in the Department Chairmanship. Upon receipt of such recommendation transmitted by the President of the Federation together with a written record of the minutes of such Departmental meeting and a record by number of votes cast, the President of the College shall declare a vacancy to exist in any Department.

In the event of a recall, the President of the College may appoint a member of the department as an Acting Chairman for a period not to exceed sixty (60) days.

D. Appointment of Acting Department Chairman

Except as otherwise provided in this Article, the President of the College may appoint an Acting Chairman, for a period not to exceed one year, when a Chairman is on leave or otherwise incapacitated.

Prior to the making of such appointment, the Academic Dean shall call a meeting of the members of the Department for the purpose of recommending to the President a person or persons as a candidate for Acting Department Chairman. Such Acting Chairman shall assume all rights, duties and responsibilities of the Department Chairman as herein defined.

ARTICLE VII
PARTICIPATION IN DECISION MAKING

A. The All-College Council: Memberships and Responsibilities

1. **Membership on the All-College Council**

On or before October 15, 1973, there shall be established an All-College Council (hereinafter referred to as the Council) in order to insure substantial participation of faculty, students and administrators in the formulation of decisions affecting their professional interests within the academic community of Lowell State College. The

aforesaid All-College Council shall consist of four (4) faculty members, four (4) student representatives and four (4) administrators chosen as follows:

a. **Election of Faculty Representatives.** The four (4) faculty representatives shall consist of the President of the Federation and three (3) faculty members to be chosen after open nomination in a campus wide election to be held under the auspices of the Federation on or before October 10, 1973, and on the second Wednesday in October in each year thereafter during the term of this Agreement, except that not more than one (1) faculty member may be chosen from any one department. Terms of office of each faculty representative shall be for two (2) years commencing immediately upon election.

All faculty members in the unit described in Article IA of this Agreement shall be eligible for nomination and to vote in such election and shall be eligible for membership on the Council as provided herein, except that faculty shall not serve simultaneously on the Council and on any of its Standing Committees, or on the Council and the Faculty Grievance Committee.

b. **Election of Student Representatives.** The four (4) student representatives to the Council shall consist of the President of the Student Government Association, and three (3) students to be chosen after open nominations in a campus wide election to be held under the auspices of the Student Government Association on or before October 10, 1973 and on the second Wednesday in October in each year thereafter during the term of this Agreement. Such nominations and election shall be held by the Student Government Association in a manner to insure that two (2) elected student representatives are members of the sophomore, junior, or senior classes, and one (1) elected student representative who is a member of the graduate school. Terms of office of the three elected student representatives shall be for one (1) year commencing immediately upon election. All students at the College shall be eligible to be nominated and to vote, except as provided herein, in such election and shall be eligible for membership on the Council except that student members shall not serve simultaneously on the Council and on any of its Standing Committees.

c. **Administration Representatives.** Four (4) administration representatives shall be appointed by the President of the College to the Council and shall serve at his discretion.

2. **Vacancies on the All College Council**

In the event that a duly elected faculty or student representative to the Council shall be ineligible, unable or unwilling to serve in that capacity, the President of the Federation or the Student Government Association, as the case may be, shall appoint the person who received the next highest number of votes in such election, or in the event there shall be no such person, the Federation or the Student Government Association, as the case may be, shall hold a special campus wide election in order to choose another faculty or student representative to complete the term of the representative so unable, ineligible, or unwilling to serve. Such special election shall be held during the academic year within thirty (30) days of notice by the Chairman of the Council that such vacancy exists.

3. **Council Chairmanship**

At the first meeting of the Council following its organization under this Article, a Chairman of the Council shall be elected from and by the members. The Chairman of the Council shall serve a term of one (1) year.

4. **Council Meetings**

The Council shall meet regularly, at least once per month, during the academic year, at a time and place convenient to its members in such a manner so as to permit it to diligently complete its work. The Council shall elect a secretary. The secretary shall maintain minutes, records and reports of the Committees. Copies of such minutes, records and reports shall be forwarded regularly to the President of the Federation, the President of the Student Government Association and the President of the College.

5. **Establishment of Executive Committee**

The Council shall establish an Executive Committee with full power to meet and carry out the work of the Council during the months of July and August and at such other times when the College is in recess for ten (10) or more consecutive working days. The membership of the Executive Committee shall be drawn from the membership of the Council and shall consist of one (1) faculty representative, one (1) student representative, and one (1) administration representative selected by the Council.

6. **Establishment of ad hoc Committees of the All-College Council**

Upon a majority vote of the Council, and after notification to the President of the College, ad hoc Committees may be established from time to time to study special educational problems and the needs of the College. Ad hoc Committees shall not receive assignments falling within the purview of one or another of the Standing Committees. Each ad hoc Committee shall be responsible to the Council for the completion of its assignment. Any recommendations of ad hoc Committees shall be transmitted in writing to the Council for subsequent submission to the President of the College. The membership of each ad hoc Committee shall consist of equal numbers of faculty, students and administration.

B. Role and Responsibilities of the All-College Council and the College President

1. **Role of the All-College Council**

The Council shall be the primary agency for coordinating and implementing the system of tri-partite governance as set forth in the provisions of this Agreement. Accordingly, the Council shall encourage the participation of all members of the College faculty, student body and administration in the process of decision making.

During the academic year from September 1 through June 30, the Council shall:

a. Review and study educational matters relating to the goals, objectives and interests of the College and make proposals thereon to the President of the College;

b. Accept for study any such matter submitted to it by the President of the College;

c. Make any assignment to any of its committees consistent with the duties of such committee as set forth in this Agreement;

d. Review and coordinate the reports and recommendations of the committees of the Council;

e. Prepare reports to the President on the effective allocation of the College's resources in such areas as faculty, supporting staff, instructional spaces and educational equipment facilities; and

f. Recommend to the President of the College agenda topics for meetings of the full faculty.

Upon majority vote of the members of the Council, the Chairman of the Council shall be authorized to transmit to the President of the College any recommendations or proposals deemed by the Council to be related to the goals, objectives and interests of the College. The Council shall be responsible for reviewing all recommendations and reports of its Committees and shall make every effort to resolve any conflicts and differences in committee recommendations. Within thirty (30) days of the receipt of any such reports or recommendations from any of its Committees, the Council shall transmit such reports and recommendations to the President of the College, together with any comments or recommendations of its own.

2. **Role of the President of the College**

The President of the College shall serve as the chief executive officer of the College. He shall encourage the participation of all members of the College community through the agency of the College Council and its Committees.

He shall consider any advisory recommendations of the College Council. After such consideration, the President may transmit his own recommendations to the Board.

In the event that the President shall not approve a recommendation of the Council as presented, he shall confer with the Council in an effort to resolve any differences. If the President of the College shall make a formal recommendation to the Board which is contrary to an immediate prior recommendation of the Council, the President shall include for the information of the Board such prior contrary recommendation of the Council.

C. The Committees of the All-College Council — Membership and Responsibilities

The following Committees shall be established as standing Committees of the Council not later than October 15, 1973, as hereinafter provided:

Educational Affairs Committee

Special Committee for Teacher Education

College Affairs Committee

Student Affairs Committee

1. **Educational Affairs Committee**
Membership (6:4:2)

The **Educational Affairs Committee** shall be composed of twelve (12) members as follows: six (6) faculty representatives, four (4) student representatives and two (2) administration representatives. The six (6) faculty and four (4) student representatives shall be chosen in elections to be held under the auspices of the Federation and the Student Government Associa-

tion, respectively, not later than October 10, 1973 and on the second Wednesday in October in each year thereafter during the term of this Agreement. It is the intent of the parties to the Agreement to insure representation of faculty by rank and students by class on the **Educational Affairs Committee** as hereinafter provided. Accordingly, the Federation shall conduct the election for the **Educational Affairs Committee** to insure equal representation of both Junior and Senior faculty on the Committee. The Student Government Association shall conduct the election for the **Educational Affairs Committee** to insure that one (1) student representative is a sophomore, one (1) a junior, one (1) a senior, and one (1) a graduate student. The terms of office of each student representative shall be for one (1) year beginning immediately upon election; no more than one (1) student may be elected from any major program of the College. The terms of office of each such faculty representative shall be for two (2) years beginning immediately upon election; no more than one (1) faculty member may be elected from any department of the College.

All faculty and all students shall be eligible, except as provided herein, to vote in such elections and shall be eligible for nomination to and membership on the **Educational Affairs Committee,** except that no faculty member or student shall serve simultaneously on the Council and on the **Educational Affairs Committee.**

Moreover, two (2) administration representatives shall be appointed by the President of the College to serve on the**Educational Affairs Committee.**

Responsibilities:

The **Educational Affairs Committee** shall prepare and transmit from time to time reports and recommendations to the Council with respect to matters of educational policy. Such recommendations shall include but not be limited to the areas of graduate and undergraduate standards, programs, new curricula, admissions, readmissions, and guidelines for academic due process for students. The **Educational Affairs Committee** shall consult with the appropriate Department Chairman concerning any recommendation affecting the curriculum of that Chairman's Department. Following the preparation of any reports or recommendations, the Committee shall submit its recommendations to the Academic Dean, or such other administrative officer as may be designated by the President. The Dean or other designated administrator shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Dean, or other designated administrator, shall submit the recommendations of the Committee along with his comments or recommendations to the Council for review.

Special Committee for Teacher Education
Membership (5:5:2)

The **Special Committee for Teacher Education** shall be composed of twelve (12) members as follows: five (5) faculty representatives, five (5) student representatives, and two (2) administration representatives.

The five (5) faculty representatives shall consist of the Chairman of the Department of Education and four (4) faculty members elected as follows: one (1) faculty member from the Department of Education to be chosen for a one (1) year term in an election to be held under the auspices of the Federation, not later than October 10, 1973, and on the second Wednesday in October in each year thereafter during the term of this Agreement, in which all faculty of

the Department of Education shall be eligible to vote and be elected; one (1) faculty member from the faculty designated by the Dean from time to time as "Directors of Secondary Education Programs" to be chosen for a one (1) year term in an election to be held under the auspices of the Federation not later than October 10, 1973, and on the second Wednesday in October in each year thereafter during the term of this Agreement, in which all faculty designated as "Directors of Secondary Education Programs" shall be eligible to vote and be elected; one (1) faculty member from the faculty designated by the Dean from time to time to be teaching music education courses to be chosen for a one (1) year term in an election to be held under the auspices of the Federation not later than October 10, 1973, and on the second Wednesday in October of each year thereafter during the term of this Agreement, in which all faculty so designated shall be eligible to vote and be elected; and one (1) faculty member from those faculty designated by the Dean from time to time as teachers of graduate professional courses for the preparation of teachers and the preparation of professional school personnel, to be chosen for a one (1) year term in an election to be held under the auspices of the Federation not later than October 10, 1973, and on the second Wednesday in October in each year thereafter during the term of this Agreement, in which all faculty so designated shall be eligible to vote and be elected.

The five (5) student representatives shall consist of three (3) students enrolled in baccalaureate teacher education programs one (1) each to be elected from programs in Elementary Education, Music Education and Secondary Education, to be chosen for a one (1) year term in an election to be held under the auspices of the Student Government Association not later than October 10, 1973, and on the second Wednesday of October in each year thereafter during the term of this Agreement. Only students enrolled in baccalaureate teacher education programs shall be eligible to vote in the election and to be elected from the program in which they are enrolled.

In addition, the five (5) student representatives on the **Special Committee for Teacher Education** shall consist of two (2) graduate students to be chosen for one (1) year terms in an election to be held under the auspices of the Student Government Association not later than October 10, 1973, and on the second Wednesday in October in each year thereafter during the term of this Agreement. All graduate students enrolled in graduate programs for the preparation of teachers and preparation of professional school personnel shall be eligible to vote in such elections and to be elected.

Moreover, two (2) administration representatives shall be appointed by the President of the College to serve on the **Special Committee for Teacher Education.**

Responsibilities:

The **Special Committee for Teacher Education** shall prepare and transmit from time to time reports and recommendations to the Council with respect to the development of policies and practices for baccalaureate teacher education programs and graduate programs for the preparation of teachers and the preparation of professional school personnel. Such recommendations concerning baccalaureate teacher education programs and graduate programs for the preparation of teachers and the preparation of professional school personnel shall include but not be limited to the formulation and achievement of program goals, the delineation of faculty responsibility, the utilization of allocated resources, the establishment and implementation of

standards for admission and retention, and the facilitation of continuous program development and improvement.

Following the preparation of such recommendations, the Committee shall submit them to the Chairman of the **Educational Affairs Committee** for review. Within ten (10) days of the receipt of any such recommendations, the Chairman of the **Educational Affairs Committee** shall submit the original recommendation of the **Special Committee for Teacher Education,** together with any comments or recommendations of the **Educational Affairs Committee,** to the Academic Dean and the Graduate Dean, as follows:

a. Those recommendations of the **Special Committee for Teacher Education** concerning undergraduate teacher education shall be transmitted by the **Educational Affairs Committee** directly to the Academic Dean, or such other administrative officer as may be designated by the President.

b. Those recommendations of the **Special Committee for Teacher Education** concerning graduate teacher education shall be transmitted by the **Educational Affairs Committee** directly to the Dean of the Graduate School, or such other administrative officer as may be designated by the President.

Within a reasonable time, the Academic Dean or the Dean of the Graduate School, or other designated administrative officer, shall submit the recommendations of the Committee along with his comments or recommendations directly to the Council.

2. **College Affairs Committee**
Membership: (5:5:2)

The **College Affairs Committee** shall be composed of twelve (12) members as follows: five (5) faculty representatives, five (5) student representatives, and two (2) administration representatives. The five (5) faculty and five (5) student representatives shall be chosen in elections to be held under the auspices of the Federation and the Student Government Association, respectively, not later than October 10, 1973 and on the second Wednesday in October in each year thereafter during the term of this Agreement. It is the intent of the parties to this Agreement to insure a balanced representation of both junior and senior faculty on the Committee. Similarly, the Student Government Association shall conduct the election for the **College Affairs Committee** to insure that one student representative be a freshman, one a sophomore, one a junior, one a senior, and one a graduate student. The term of office of the student representative on the **College Affairs Committee** shall be for one (1) year. The term of office of faculty representatives on the **College Affairs Committee** shall be for two (2) years; not more than one (1) faculty member may be elected from any department of the College.

All faculty and students shall be eligible to vote in such elections and shall be eligible for nomination to and membership on the **College Affairs Committee,** except that no faculty member or student shall serve simultaneously on the Council and on the **College Affairs Committee.**

Two (2) administration representatives shall be appointed by the President of the College to serve on the **College Affairs Committee.**

Responsibilities:

The **College Affairs Committee** shall have an opportunity to consult with the President of the College or his designee, from time to time, with respect to the development of the college budget as it progresses from the administration of the College to the Board of Trustees to the Executive and finally to the Legislative branches of the State Government. The Committee shall prepare and transmit from time to time reports and recommendations to the Council with respect, among other matters, to educational planning, the long-range goals of the College, library, honorary degrees, convocations, commencement, academic calendar, and official college publications.

Following the preparation of any reports or recommendations, the Committee shall submit them, together with all supporting documentation, to the Academic Dean, or such other administrator as may be designated by the President. The Academic Dean, or other designated administrator shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Academic Dean, or other designated administrator shall submit the recommendations of the Committee along with his comments or recommendations to the Council for review.

3. **Student Affairs Committee**
Membership: (4:6:2)

The **Student Affairs Committee** shall be composed of twelve (12) members as follows: four (4) faculty representatives, six (6) student representatives, and two (2) administration representatives. The four (4) faculty and six (6) student representatives shall be chosen in elections to be held under the auspices of the Federation and the Student Government Association, respectively, not later than October 10, 1973, and on the second Wednesday in October in each year thereafter during the term of this Agreement. It is the intent of the parties to this Agreement to insure representation of faculty by rank and students by class on the **Student Affairs Committee** as hereinafter provided. The Federation shall conduct the election for faculty representatives to the **Student Affairs Committee** to insure equal representation of Junior and Senior faculty on the Committee. The Student Government Association shall conduct the election for student representatives to the **Student Affairs Committee** to insure that one (1) student representative to be a freshman, one (1) a sophomore, one (1) a junior, one (1) a senior, and one (1) a graduate student. The sixth student representative shall be a member of the Student Council elected by a majority vote of the members of such Student Council. The terms of office of faculty representatives on the **Student Affairs Committee** shall be for two (2) years commencing immediately upon election. Not more than one (1) faculty member may be elected from any department of the College. The terms of office of the student representatives to the **Student Affairs Committee** shall be for one (1) year commencing immediately upon election.

All faculty and all students shall be eligible to vote in such elections, shall be eligible for nomination to and membership on the **Student Affairs Committee**, except that no faculty member or student shall serve simultaneously on the All-College Council and the **Student Affairs Committee.**

Two (2) administration representatives shall be appointed by the President of the College to serve on the **Student Affairs Committee.**

21

Responsibilities:

The **Student Affairs Committee** shall prepare and transmit to the Council reports and recommendations to the Council with respect to student government, student activities, athletics, student life, and student participation in the cultural and social affairs and activities of the College.

Following the preparation of any such reports or recommendations, the **Student Affairs Committee** shall submit them to the Dean of Students, or such other administrative officer as may be designated by the President. The Dean of Students, or such other administrator, shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Dean of Students, or other designated administrator, shall submit the recommendations of the Committee along with his comments or recommendations to the Council for review.

D. Committee Meetings

Each of the foregoing Committees established in accordance with the provisions of this Article, and performing the functions outlined in Article VII shall meet regularly, at least once a month, and at a time and place convenient to its members and in such a manner so as to permit it to diligently complete the work of the Committee. Each appointed or elected member of the All-College Council and any of its Committees shall have one (1) vote.

Each Committee shall elect a Chairman and a secretary. The secretary shall maintain minutes, records and reports of the Committee. Copies of such minutes, records and reports shall be forwarded regularly to the Council, to the President of the Federation, the President of the Student Government Association and the President of the College.

E. Post Election Procedures

The Federation shall, within five (5) days after each and any of the aforementioned elections in Article VII of this Agreement, give written notice to the President of the College and the President of the Student Government Association the names of each member of each Committee so elected. The Federation shall likewise give written notice within five (5) days of the appointment or election of any person chosen to serve on a Committee in lieu of a resigned or incapacitated member.

F. Eligibility

Students elected to serve on the Council or any Committee thereof shall be in good standing as certified by the Academic Dean.

G. Establishment of Departmental Committees

The following departmental committees shall be established by each Department Chairman not later than October 10, 1973 and on the second Wednesday in October in each year thereafter during the term of this Agreement to insure substantial participation of all faculty on a departmental level in the formulation of decisions affecting the conditions of their employment and related professional interests as provided in this Agreement.

1. **Departmental Personnel Committees**

The organization and membership of the Departmental Personnel Committee shall be in accordance with the provisions of Article VII.A.

2. **Departmental Affairs Committee**

The Departmental Affairs Committee shall be composed of at least three (3) faculty members, nominated from and elected by the members of the department, and two (2) students, nominated from and elected by the students majoring in the said Department's discipline.

The members of the Committee shall by majority vote elect the Committee Chairman.

The results of election to the Committee and to the Committee Chairmanship shall be transmitted forthwith to the President of the College.

The functions of the Departmental Affairs Committee shall include, but not be limited to:

a. Assisting in the recruitment and interviews of candidates for departmental faculty positions;

b. Making recommendations to the Department Chairman on faculty scheduling, workload and course offerings;

c. Recommending curriculum changes to the **Educational Affairs Committee** and the **Special Committee for Teacher Education;**

d. Offering recommendations to the College Council; and

e. Performing, at the request of the Department Chairman, other departmental tasks not expressly performed by said Chairman.

H. Student Participation in Decision Making

1. **Acceptance**

The parties hereto expressly agree that the process of student participation as provided in Article VII of this Agreement shall be subject to acceptance of the terms of Article VII to be evidenced by a vote of the student body which shall be determined by a referendum to be conducted by the Student Government Association at the College on or before October 10, 1973. Each student shall be eligible to vote. A majority of those voting shall be required for acceptance. Acceptance by such vote shall be for the term of this Agreement. The referendum question shall be as follows:

"Shall the students of Lowell State College participate in the governance of the College as set forth in the contract executed between the Lowell State College Faculty Federation, Local 2174, AFT, AFL-CIO and the Trustees?"

Yes
No

A majority of the votes cast shall determine acceptance or rejection. (Acceptance or rejection shall in no way affect the status or entitlement of students to participate in other duly authorized student or campus organizations.)

2. **Effectiveness**

Acceptance of this proposal by the students of Lowell State College in accordance with the provisions of this Article VII shall be a condition precedent to the effectiveness of all of the terms of this Article which involve student participation.

Such non-acceptance shall make the terms of Article VII as they pertain to the participation of students in decision making, null and void, but shall in no way otherwise impair any other term of this Agreement.

ARTICLE VIII
PROCESS OF FACULTY EVALUATION

The process and procedures for faculty evaluation involving faculty, students, Department Chairmen, Department members, and administrators at the College shall be as follows:

A. The Composition and Role of the Departmental Personnel Committee

The Chairman of each Department shall establish a Departmental Personnel Committee which, except in the case of a department that has fewer than six (6) full-time faculty members, shall be composed of the Department Chairman and four (4) other faculty members chosen by the members of the Department in an election to be called by the Department Chairman within thirty (30) days of the execution of this Agreement. At least two (2) such elected faculty members shall have completed one year of service to the college and, where possible, at least two (2) shall be tenured. The Chairman of the Department shall not be eligible to serve as the Chairman of the Departmental Personnel Committee. One alternate shall be chosen to serve on the Departmental Personnel Committee in case of the absence of one (1) of the faculty members elected. The Department Chairman shall promptly provide written notice to the President of the election of members to the Departmental Personnel Committee. Members of the Departmental Personnel Committee shall be elected annually. In the event that any member is unwilling or unable to serve, another faculty member shall be elected to complete the term of the retiring member. No faculty member shall serve on his own Evaluation Committee.

In Departments of fewer than six (6) full-time faculty, all of the faculty members of the Department shall constitute a Committee of the whole for the purposes of Evaluation.

Each Committee shall elect its own Chairman except that the Department Chairman shall not be eligible to serve as Chairman. No faculty member shall serve on his own Evaluation Committee.

The Departmental Personnel Committee shall evaluate and recommend each faculty member within the Department at least annually on the basis of the following criteria: (a) classroom effectiveness, (b) professional activities, including positions of leadership, (c) research and publications, (d) contributions to the College community, (e) advanced study and (f) leadership in community affairs. Evaluation shall give major emphasis to teaching effectiveness in the classroom.

In applying such criteria to each faculty member, the Departmental Personnel Committee shall utilize:

1. A comprehensive vita which shall include among other items, transcripts of course work completed for advanced study, progress reports of authorities supervising or directing advanced study, and copies of pertinent documents which corroborate professional activities.

2. Undergraduate and graduate student evaluations of the faculty member's teaching performance.

After consultation with the Council, the Dean shall determine the forms to be used in obtaining such evaluation, and the Departmental Personnel Committee shall utilize such student evaluations.

3. Any written self evaluation which may be submitted by the candidate.

4. Any evaluation reports transmitted to it by the Department Chairman based upon classroom visitation as set forth in sub-section B of this Article.

In addition, course documents and related materials may be requested by the Departmental Personnel Committee for each course taught during the two semesters preceding the evaluation period. In reviewing such materials, the Committee shall respect the Academic Freedom of the faculty member.

Any faculty member, upon a request in writing to the Departmental Personnel Committee, may examine materials used by it in his evaluation, and shall be allowed to submit to the Departmental Personnel Committee any additional written information relating to his evaluation; he shall also be entitled to a conference with the Departmental Evaluation Committee to hear and discuss the Committee's final evaluation and recommendation prior to its submittal to the Departmental Chairman.

The Departmental Personnel Committee's written evaluation, together with reasons therefore set forth fully and completely, shall be transmitted by the Committee to the Department Chairman together with its recommendations. The Committee shall also submit to the Department Chairman: (a) copies of each faculty member's comprehensive vita, (b) copies of student evaluations obtained on such forms as are selected by the Dean after consultation with the Council, (c) copies of each faculty member's self evaluation, if any, (d) copies of each faculty member's course documents, if requested.

B. The Role of the Department Chairman

Each Department Chairman shall be responsible for preparing not less than annually a written evaluation of the strengths and weaknesses of all faculty members both tenured and non-tenured within his Department. Such evaluation shall be made on the basis of the following criteria: (a) classroom effectiveness, (b) professional activities, including positions of leadership, (c) research and publications, (d) contribution to the College community, (e) advanced study and (f) leadership in community affairs. Evaluation shall give major emphasis to teaching effectiveness in the classroom. Each Department Chairman shall be responsible for visiting the classes of each non-tenured faculty member in his Department at least three (3) times each semester. Such classroom observations shall be conducted in different courses, and whenever possible, in different instructional settings. The Chairman shall prepare at the end of each semester his written evaluation of the teaching effectiveness of each non-tenured faculty member, taking into consideration his classroom observations.

Department Chairmen shall, upon written request of any non-tenured faculty member, invite a tenured senior faculty member of the Department to accompany him on each classroom visit. If, however, there shall be no senior tenured member of the Department, then such non-tenured faculty member may request, and the Chairman shall invite, a senior tenured member from another related Department to accompany the Chairman on each classroom visit. The Chairman shall promptly transmit a copy of the tenured senior faculty member's evaluation, if any, to the Departmental Personnel Committee.

Any faculty member, upon a request in writing to the Department Chairman, may examine materials used by the Chairman in the faculty member's evaluation, and shall be allowed to submit to the Department Chairman any additional written information relating to his evaluation; he shall also be entitled to a conference with the Department Chairman to hear and discuss the Chairman's final evaluation and recommendation prior to its submittal to the ad hoc Evaluation Committee.

Following such evaluation, the Department Chairman shall transmit in writing to an ad hoc Evaluation Committee the following: (a) a copy of all evaluations and recommendations submitted by the Departmental Personnel Committee; (b) a copy of his own written evaluation and recommendation, together with the reasons therefore set forth fully and completely, of each faculty member; (c) all materials submitted to the Chairman by the Departmental Personnel Committee, and used by the Department Chairman in his evaluation; and (d) his own recommendations, based on such evaluations, concerning the reappointment in rank, the non-reappointment, promotion to a higher rank, dismissal from service at the College, or the tenuring of any faculty member.

The ad hoc Committee shall consist of the President (ex-officio), the Academic Dean, the Chairman of the Department of the faculty member being evaluated, the Chairman of the Departmental Personnel Committee from the Department of the faculty member being evaluated, one (1) full professor selected by the President, and one (1) senior faculty member elected at large. One senior faculty member shall be elected at large to serve as an alternate on the ad hoc Committee in the absence of the senior faculty member elected at large. The Academic Dean shall serve as Chairman of the ad hoc Committee.

In addition, the senior faculty member elected at large shall be chosen in an election held under the auspices of the Federation not later than October 10, 1973 and on the second Wednesday of October in each year thereafter during the term of this Agreement.

C. The Role of the Ad Hoc Committees

The ad hoc Committee shall review the evaluation reports and recommendations of the Departmental Personnel Committee and the specific recommendations of the Department Chairman. Within a reasonable time thereafter, the ad hoc Committee shall prepare written recommendations, together with the reasons therefore set forth fully and completely, concerning the reappointment, the non-retention, promotion to a higher rank, tenure, or dismissal from service at the College, of faculty members evaluated by the Departmental Personnel Committee and with regard to whom the Department Chairman has made a recommendation. No member of the ad hoc Committee shall participate in a review of his own evaluation.

The ad hoc Committee shall also review any actions recommended by the Department Chairman and the Departmental Personnel Committee with respect to the improvement of the teaching performance of any tenured or non-tenured faculty member.

In order to meet the time schedules established by the President, the ad hoc Committee shall forthwith transmit such recommendations of its own to the President of the College, together with (a) all written evaluations of the Departmental Personnel Committee, (b) all written recommendations of the Department Chairman, (c) all materials used by the Departmental Personnel Committee in its evaluation, and (d) a summary of student evaluations. All such materials shall be made available to the candidate upon written request to the Committee.

D. The Role of the President of the College

The President of the College shall review all evaluation reports and recommendations submitted to him by the ad hoc Committees, and may, at his discretion, transmit to the Board of Trustees any recommendations concerning reappointment, non-reappointment, promotion to a higher rank, tenuring, and separation from services at the College. The President may also transmit to the Board any recommendations concerning initial appointment, sabbatical leave, leave of absence or any other specific personnel action affecting any faculty member.

If, after conferring with the Personnel Committee of the Board of Trustees, the President shall decide to submit a final recommendation to the full Board which is contrary to the recommendations of the ad hoc Committee, the President shall (a) duly note in his recommendation to the Board the fact that it is contrary to such prior recommendations and the reasons therefore, (b) notify the ad hoc Committee and the faculty member of his decision to transmit such contrary recommendations and (c) provide the ad hoc Committee and the faculty member with a statement of his final recommendation to the Board.

E. Criteria for Appointment, Promotion and Tenure

In evaluating and/or recommending faculty for reappointment, promotion, retention, dismissal from the College, or tenure, the Departmental Personnel Committee, the Department Chairman, the ad hoc Committee, the President and others shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XV of this Agreement.

ARTICLE IX
ACCESS TO FACULTY PERSONNEL FILES

The Administration of the College shall maintain an Official Personnel File for each faculty member. Such file shall contain a continuous record of the faculty member's status as an employee of the College and shall contain copies of Official Personnel Correspondence and Transactions with the faculty member. All evaluations of the faculty member's performance and recommendations for retention, merit, promotion and tenure shall be maintained in the Official Personnel File by the College Administration.

Effective February 1, 1974:

1. All such materials placed in the Official Personnel File of a faculty member shall be dated on the day filed.

2. The faculty member shall have the right to examine his Official Personnel File.

3. The faculty member shall have the right to file a statement in response to such material in his Official Personnel File.

4. Upon request of the individual faculty member, the college administration shall reproduce one copy of such materials.

5. Copies of Official Personnel Correspondence shall be sent to the faculty member at the time they are filed.

6. The Official Personnel File shall be available for inspection by the Department Chairman, the Departmental Personnel Committee, the ad hoc Evaluation Committee, the Academic Dean, the President of the College and the Board or its designees.

ARTICLE X
FACULTY WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

Members of the faculty of the College shall not be required to teach an excessive number of semester hours, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the faculty has the obligation to teach in the classroom, to be available to students, to assume committee assignments, to engage in scholarship and/or community service, and to attend such appropriate academic functions as convocation and graduation. Faculty obligations shall be assigned on a five (5) day a week basis, except and during final examination periods.

Twenty-four (24) semester hours per year shall be considered the customary faculty workload for the academic year; effort shall be made to assign faculty workloads on this basis provided it is feasible or possible to do so.

Faculty members shall spend at least five (5) hours per week providing assistance to and advising assigned students. At least three (3) of these hours shall be clearly posted for the benefit of those seeking assistance.

The determination of the workloads of faculty, including the assignment of specific courses and schedules, shall be made by the Chairman of each Academic Department respectively, in consultation with the Registrar and with the Departmental Affairs Committee, and shall be subject to the approval of the Academic Dean.

The President of the College may, at his discretion, determine the teaching workload of any Department Chairman and the President of the Federation in order to permit them to fulfill their responsibilities.

In determining workloads and in making assignments for faculty, the Chairman shall consider such criteria as:

1. The qualifications and preferences of the faculty;

2. The character of the course, whether it is being offered for the first time or with extensive revision, and the number of times the faculty member has taught it in the past;

3. The amount of preparation and instruction required for the method of teaching used;

4. The number of students;

5. The number of courses requiring different preparations;

6. Other duties, with due consideration being given to equivalent non-teaching services, including the Department Chairmanship, or in-service work;

7. Supervision of on and off campus Student Practicum Experiences;

8. Seniority, with due consideration being given to the length of service of the individual faculty member within the State Colleges or any other regionally accredited institution of higher education as a positive factor for consideration in the assignment of courses and schedules.

In the event any faculty member shall be assigned to teach more than fourteen (14) semester hours of instruction in any given semester, he may, within that semester, file a request in writing for a meeting with his Department Chairman and the Academic Dean. A copy of such request shall be sent by the Academic Dean to the Federation. Following the receipt of such written request, the Department Chairman and the Academic Dean shall confer during that semester or the next following semester with the faculty member to discuss whether some adjustment in the overall workload of the faculty member is feasible during either of the next two (2) semesters. If so requested by the faculty member, a representative of the Federation shall be present during these conferences.

The Academic Dean may provide an adjustment in the overall workload of the faculty member during either of the next two (2) semesters. He shall set forth his decision in writing. A copy of the decision shall be sent by the Academic Dean to the President of the Federation.

Classrooms shall be well-lighted, supplied with lecterns, room-darkening shades, chalk and clean, functional chalkboards, and reasonable heating arrangements shall be provided whenever possible.

Beginning with the second semester of the 1973-74 academic year a two hour period of time every week shall be set aside for meetings. No classes shall be scheduled during this period.

ARTICLE XI
FACULTY GRIEVANCE PROCEDURES

In order to implement the processes for the informal and prompt settlement of faculty grievances which are contained and set forth in this Article, a Faculty Grievance Committee shall be established within thirty (30) days of the execution of this Agreement. This Faculty Grievance Committee shall be composed of five (5) faculty members appointed annually by the President of the Federation upon vote of the Executive Board thereof.

The Faculty Grievance Process:

A. Intent

The Board and Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member or members of the faculty or the Federation and the Board by use of the processes set forth below.

B. Definition

A grievance is a complaint by a member or members of the faculty or the Federation brought during the term of this Agreement that an express provision of this Agreement, or of any of the written policies of the Board which are expressly

incorporated by reference in Article XV of this Agreement, has been violated in its application to him or the Federation, as the case may be.

C. **Procedures for the Filing of a Grievance**

Any aggrieved member or members of the faculty or the Federation filing a grievance under this Article shall file it in accordance with the following procedure.

STEP 1 (Informal): **The Academic Dean.**

The grievant shall meet and confer with the Academic Dean, or his designee, within two (2) days of written notice by the grievant to the Academic Dean of a complaint that a grievance exists. The purpose of such meeting shall be to attempt an informal resolution of the complaint. No complaint shall be filed more than fourteen (14) calendar days from the day or event upon which the grievance is based or from the date when the faculty member or the Federation had or should have had knowledge of the event. If the Dean and the grievant shall not have resolved the complaint within five (5) days of such notice then the grievant may proceed to Step 2.

STEP 2 (Formal): **The Academic Dean.**

The grievant shall set forth in writing fully and completely the complaint, and the remedy requested and shall file the same with the Academic Dean. In addition, any and all supporting documents and materials shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the grievant.

The Academic Dean and the grievant shall thereupon meet and discuss the complaint as presented. If the grievance is not resolved within seven (7) calendar days of such filing with the Academic Dean to the satisfaction of the grievant, the grievant may proceed to Step 3.

STEP 3: The President of the College.

Within seven (7) days the grievant may file with the President of the College a written request for a conference, together with a copy of the complaint and all other material filed by the grievant with the Academic Dean, and a copy of any written response or decision by the Academic Dean.

Within seven (7) calendar days of the receipt of such filing by the grievant, the President, or his designee, shall confer with the grievant. The President shall within fourteen (14) calendar days of the receipt of the grievance render a written decision to the grievant setting forth his findings and the reasons therefor, and shall provide a copy of such decsion to the grievant, and to the President of the Federation.

STEP 4: The Board of Trustees.

The grievant may within seven (7) days after the receipt of the decision and finding of the President, or upon the failure of the President to act within the time specified, file with the Board a grievance only in those cases arising out of or relating to:

a. A failure to comply with any of the following: (1) the procedures set forth in this Agreement except as hereinafter provided; (2) the provisions of Article V; (3) the written policies of the Board which are expressly incorporated by reference in Article XV of this Agreement, except those relating to appointment, promotion and tenure; (4) the procedural due process provisions expressly set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XV of this Agreement, provided, however, that grievances relating to reappointment, promotion or tenure which

are concerned with matters of academic judgment may not be processed by the grievant beyond Step 3; or

b. A decision of the President of the College not to recommend the granting of tenure to a faculty member who has met all of the written requirements for tenure as set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XV of this Agreement, and who has been duly recommended for tenure both by the Departmental Personnel Committee and the ad hoc Evaluation Committee, as established in Article VIII.

Such grievance shall be filed with the Director of the Division of State Colleges, as agent of the Board, and with the President of the College in the form and in accordance with the procedures set forth in Step 2. In addition, the grievant shall file a copy of the decision and findings of the President of the College

No other grievance may be filed with the Board.

The Board shall consider such grievance and shall within sixty (60) days of the receipt thereof as provided aforesaid render its decision. Written notice of its decision shall be provided to the grievant, the Federation, and the President of the College. Nothing herein contained shall be deemed to require a hearing before the Board, except as expressly provided in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XV.

Appointment of a Federation Representative.

Any member of the faculty may request that the Federation represent him at any step of the grievance procedure. The Federation shall notify the Dean of the College, the President of the College and the Director of the Division of State Colleges, as the case may be, of the name and address of such Federation representative at the time he is so authorized to represent the grievant.

Compliance with Procedures.

No grievance may be filed except in the form and in accordance with the procedures set forth in this Article.

D. Waiver, Admission, and Termination

1. **Waiver.** Failure to comply with any provisions of this Article shall be deemed to be a waiver of the grievance under the terms of the Agreement. The limit specified in the grievance procedure may, however, be extended in any specific instance by mutual written agreement of the parties.

2. **Admission.** The acceptance of a grievance by the Dean of the College, the President of the College, or the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievance has, for any other purposes or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justicable according to any applicable provisions of the laws of the Commonwealth.

3. **Termination.** If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section C of this Article, such sub-section C proceeding shall terminate as of the date of the initiation of any other administrative or

ARTICLE XII
NO STRIKE PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Federation and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow-down, or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

ARTICLE XIII
STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the laws of the Commonwealth.

ARTICLE XIV
COMPLIANCE WITH BOARD TIME SCHEDULES

The parties agree that any assignment, report, recommendation or other action of any committee provided for in this Agreement shall be completed in complaince with the time schedules as may be established from time to time by the Board.

Written notice of such time schedules shall be provided by the President ot the College to the Chairman of the Council, the President of the Federation, and the President of the Student Government Association. Notice to the Council shall be deemed to be notice to all other committees established in this Agreement. In the event that any committee, having received such written notice, shall not have so completed its work, the President, or the Board, as the case may be, may in their discretion make such recommendations, or take such action as they deem to be required and the making of such recommendations or the taking so such action shall not be in violation of the procedures set forth in this Agreement.

ARTICLE XV
THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement, for the purpose of this Agreement, and that these enumerated policies, and these policies only, shall not be altered or amended by the Board, as they apply to Lowell State College, during the term of this Agreement without the express consent in writing of the Federation.

The policies enumerated below are attached to the Agreement as Appendix B and made a part hereof:

1. The Board's policy on Appointment, Promotion and Tenure, as amended and revised to and including September 15, 1972.

2. The Board's policy on Non-discrimination.

3. The Board's policy on Academic Work Year.

4. The Board's policy on Academic Freedom and Responsibilities as set forth in Article V of this Agreement.

ARTICLE XVI
DURATION AND EXTENT

A. **Duration**

This agreement shall be effective for the period from October 1, 1973 (hereinafter called execution date) to June 30, 1976. The parties agree to commence negotiations for a renewal Agreement no later than one hundred twenty days (120) prior to June 30, 1976.

B. **Extent**

The Board and the Federation acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Federation for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and agrees that the other shall not be obliged to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XVII
SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of the Agreement shall remain in full force and effect.

THIS AGREEMENT EXECUTED THIS NINTH DAY OF OCTOBER NINETEEN HUNDRED AND SEVENTY-THREE

BOARD OF TRUSTEES OF STATE COLLEGES AND LOWELL STATE COLLEGE

Faculty Federation, AFT Local 2174
AFL-CIO

William E. Aubuchon, Jr.

Richard G. Lyons

Negotiating Committee
for the Board of Trustees

Negotiators:

Donald E. Walters
Deputy Director
Massachusetts State College System
Chief Negotiator, Board of Trustees
Massachusetts State Colleges

Judge Charles F. Mahoney
Special Counsel
Board of Trustees of State Colleges

Dr. Daniel H. O'Leary
President
Lowell State College

Dr. Robert J. Foy
Academic Dean
Lowell State College

Negotiating Committee for the Lowell
State College Faculty Federation

Negotiators:

Dr. Richard G. Lyons, Chairman
Associate Professor of Philosophy
President, Lowell State College
Faculty Federation

Dr. Ruth E. Tanner
Associate Professor of Chemistry
Vice-President, Lowell State College
Faculty Federation

Dr. Charles F. Carroll
Associate Professor of History
Treasurer, Lowell State College
Faculty Federaion

Oliver J. Ford
Instructor of English

Richard L. Derry
Assistant Professor of History

Paul N. Protopapas
Assistant Professor of Biology

Dr. Mary Blewett
Assistant Professor of History

Rose Claffey
Consultant
Massachusetts Federation of Teachers

APPENDIX A
PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the **LOWELL STATE COLLEGE FACULTY FEDERATION LOCAL 2174,** as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasure of the **LOWELL STATE COLLEGE FACULTY FEDERATION LOCAL 2174, LOWELL STATE COLLEGE, LOWELL, MASSACHUSETTS.**

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents, and employees of and from any and all liability whatsoever arising as a result of this authorization herein given.

This authorization is revocable by me upon thirty (30) days written notice, to the **LOWELL STATE COLLEGE FACULTY FEDERATION LOCAL 2174,** and the Board of Trustees of State Colleges, and the revocation will become effective upon the thirtieth day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

_____
Employee Signature

Date of Notice _____

Social Security Number _____

_____
Position Title

_____
Annual Salary

_____
Last Name First Middle (print)

_____
Address

APPENDIX B
PREAMBLE TO POLICY ON APPOINTMENT, PROMOTION AND TENURE

In adopting and promulgating the attached policy on appointment, promotion and tenure, the Board of Trustees recognizes that this document is a major, if somewhat, imperfect step forward in determining personnel policy for faculty members in the State Colleges. As changing conditions for further clarification require, amendments and further annexes will be provided.

Definition relating to this policy:

> **"Teaching faculty member"** shall mean any member of the professional staff of the state colleges of the rank of instructor, assistant professor, associate professor, professor or visiting professor whose duties involve the instruction of students in classes, laboratories, seminars or other instructional situations.
>
> **"Termination"** shall mean the permanent severance of an existing employment relationship initiated by the college or the Board of Trustees.
>
> **"Tenure"** shall mean the right of the teaching faculty of the state colleges to be removed only upon just cause, to a hearing upon dismissal and to such review as is provided in this policy.

Furthermore, it is the policy of the Board of Trustees of State Colleges not to approve a salary for any faculty member or professional administrator beyond the maximum salary range for the position as approved by the Board of Trustees.

Moreover, the attached policy is also based on the express understanding that

> A. Contracts for non-tenured faculty are term agreements subject to renewal by the Board of Trustees upon recommendation of the President, who makes his recommendation after the completion of the established evaluation procedures.
>
> B. The serious decision of granting tenure demands that the President, before making recommendations to the Board of Trustees, have substantial evidence determined through professional evaluation that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution.

POLICY ON APPOINTMENT, PROMOTION AND TENURE

(Adopted by the Board of Trustees on May 15, 1967, and as amended to the date of this Agreement.)

APPOINTMENT

1. **Minimum Requirements for Teaching, Faculty Appointment and Promotion**

Teaching faculty members may be appointed initially at any rank in keeping with minimum requirements. These requirements apply to faculty members in the nine state colleges and to persons in the academic departments of the Massachusetts College of Art and the Massachusetts Maritime Academy.* Exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In reviewing such recommendations for exceptional appointments, or promotions, the Board of Trustees shall give due consideration in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or speciality, or (c) evidence that the discipline or speciality of the candidate does not customarily demand fulfilment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

A. **Instructor** — A master's degree from an accredited institution in the academic or professional discipline to be taught. (Two years of appropriate professional experience required of persons teaching courses in professional areas.)

B. **Assistant Professor** —

a. A master's degree from an accredited institution in the academic or professional discipline to be taught plus thirty additional graduate credits acceptable to the college.

b. Three years experience in teaching (two years if person possesses doctorate).

C. **Associate Professor** —

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Six years' experience of which at least three must have been in higher education.

D. **Professor** —

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.
b. Eight years experience of which at least five must have been in higher education.

E. **Academic Dean** — Same as Professor

II. **Appointment Procedures and Terms**

1. Instructors will ordinarily be appointed to successive one-year terms with proper notice being given in the case of termination (see Section III)

*Faculty members instructihg in technical areas at Massachusetts College of Art will be subject to different requirements as set forth in the Board of Trustees' policy adopted October 9, 1969.

No one will remain in the rank of instructor more than five years. Prior to the beginning of his fifth year, an instructor will be given notice that:

a. he is to be promoted to the rank of assistant professor at the beginning of the next year, or

b. he is beginning a terminal one-year appointment.

In short, an instructor is "up or out" at the end of five years.

2. Persons initially appointed above the rank of instructor may be given initial appointment without tenure, of one, two or three years. Such contracts may be renewed for one, two or three years. Those initially appointed as assistant professors may not be employed beyond six consecutive years without gaining tenure.

3. Persons initially appointed at the rank of associate or full professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specified period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

III. **Termination**

Due notice of intention to terminate non-tenure appointments must be given.

a. Termination after first year — notification by March 1 of first year.

b. Termination after second year — notification by December 15 of second year

c. Termination after 3 or more years — notification by September 1 of final year.

IV. **Promotion**

1. Promotion shall be based on:

a. Minimum requirements. (See Section I above)

b. Annual evaluation of all faculty members.

c. Recommendations by local joint faculty and administrative processes.

2. Promotions shall normally take effect at the beginning of an academic semester or term.

V. **Faculty Evaluation**

A.There will be an annual evaluation made of each faculty member with a written record kept of the substance of the evaluation. The evaluation will

be made by a committee which shall include: the Chairman of the individual's department, Academic Dean and/or President and one other tenured member of the faculty. Each college has the option of establishing some other evaluation system acceptable to the Trustees.

B. In general, faculty members will be evaluated on the following bases:

1. Classroom effectiveness.

2. Professional activities including positions of leadership

3. Research and publication

4. Contribution to the college community.

5. Advanced study.

6. Leadership in community affairs.

C. Annual faculty evaluations will serve as the basis for promotion, merit pay and tenure consideration.

TENURE

The granting of tenure to a faculty member is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to the employment of the faculty person for the balance of his professional life. It not only makes a major financial committment to the individual until retirement, but even beyond. It must be accomplished with the utmost of care, concern and searching evaluation by the administration of the institution.

I. **Entitlement**

A. No person holding the rank of instructor shall gain tenure.

B. Any faculty member other than instructor who serves the college for more than six consecutive academic years shall thereby gain tenure.

C. Any person promoted from within any institution in the State College system to the rank of Associate or full Professor shall thereby gain tenure without regard to the length of his service.

D. Persons initially employed as Associate or Full Professors may be granted tenure on appointment. In the event of an initial non-tenure term appointment to either rank, the individual may not serve for more than three years without thereby gaining tenure.

E. No person serving in the capacity of a Visiting Professor shall gain tenure.

F. Once attained, tenure is transferable from one institution under the Board of Trustees of State Colleges to another.

G. Presidents, Deans, Department Chairmen and other administrators do not have tenure in their administrative position although they may retain tenure as faculty members.

II. **Evaluation for Tenure**

A. When a person is being considered for a tenure appointment, whether by promotion from within or appointment from outside, a thorough evaluation of his achievement and potential should be made in each case by a special ad hoc committee, including: the president, the academic dean, the department head, a tenured member of the same department, a tenured member of another department. (In an exceptional case, the president is empowered to employ as a consultant any member of the ad hoc committee, a tenured person in the same academic discipline in another institution of higher learning.)

B. Evaluation by the ad hoc committee will be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be re-employed.

III. **Removal of a Tenured Person**

A. A tenured person, without regard for the means through which he attained tenure, shall not be removed from his position except for just cause and through due process.

B. Removal of a tenured person shall be subject to the following procedures:

1. The person must be advised in writing, at least ten days in advance of any hearing, of the charges to be presented.

2. The charges must be presented at a hearing to a committee composed of tenured peers from the faculty and representatives from the college administration. The person may be represented by counsel.

3. The recommendation of this committee must be forwarded to the Board of Trustees with all necessary records.

4. On written request of the individual, the Board of Trustees will grant the individual a full hearing.

5. The individual will be given at least thirty days notice of the hearing with the Board of Trustees. He may be represented by counsel.

6. A transcript of the proceedings of all hearings will be made available to the individual upon written request.

IV. **Effective Date of Tenure Policy**

A. This tenure policy shall apply to all faculty members whose period of service began after September 25, 1965.

B. Individuals formally granted tenure prior to September 25, 1965, will continue to enjoy the rights and privileges accorded them under Section 4B of Chapter 73 of the General Laws.

C. Individuals employed on other than term appointment prior to September 25, 1965, but who had **not** formally been granted tenure under Section 4B of Chapter 73, but who were granted what is tantamount to tenure by Chapter 57 of the Acts of 1965, are deemed by the Board of Trustees to have achieved tenure granting them the following rights:

1. A hearing before the Board of Trustees concerning dismissal charges.

2. Thirty days written notice of such hearings.

3. Representation by counsel.

4. A transcript of all proceedings to be made available on written request.

D. For those individuals first employed after September 25, 1965, time served prior to January 1, 1968, will be considered as meeting in part the requirements for academic rank and tenure.

* * * *

V. Appointment, Promotion and Tenure Policy Amendments

I. At the time when notice is given to non-tenured faculty members that their contracts are not to be renewed, a statement shall be given to them setting forth the reasons for such non-renewal. Under no circumstances, however, shall either (1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, be given to any non-tenured faculty member without prior approval of the Board of Trustees.(eff. 1-13-72)

II. No faculty member on less than full-time service will be eligible for tenure.(eff. 2-12-70)

III. Full-time public school teachers, who serve as part-time training school teachers for the colleges, shall not be eligible for tenure at the college.(eff. 2-12-70)

IV. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor should they count towards tenure.(eff. 2-12-70).

V. Members of the staff at the State Colleges on leaves of absence for whatever reason shall relinquish their rights to take part in official campus activities, including voting privileges and committee meetings.(eff. 4-9-70)

VI. Leaves of absence for professional staff at the State Colleges may be granted for a one year period but for not more than two consecutive years.(eff. 4-9-70)

VII. Professional staff members at the State Colleges on leave of absence shall not be eligible for promotion or merit increase until their return to the college.(eff. 4-9-70)

VIII. All professional appointments to the libraries shall be on a 12-month basis, effective July 1, 1971. All persons now on 12-month appointments will remain on such a calendar, and those on an academic year calendar may have the option of remaining on the academic calendar or going on to the 12-month calendar with an appropriate

salary adjustment. Librarians at ranges V, IV, and III shall be eligible for tenure and other fringe benefits ordinarily accorded teaching faculty in accordance with Board policy. (eff.1-14-71)

* * * *

IX. SPECIAL AMENDMENT APPLICABLE ONLY TO FACULTY AT THE RANK OF INSTRUCTOR WHOSE INITIAL APPOINTMENT OCCURRED BETWEEN SEPTEMBER 25, 1965 AND DECEMBER 31, 1967.

1. **Effective Date**. This amendment shall be effective between February 11, 1971, and December 31, 1973, inclusive. As of January 1, 1974, this amendment shall be deemed repealed, and its provision shall be null and void.

II. **Authority Granted.** During the effective period of this amendment, aforesaid, the President of any state college is authorized to recommend to the Trustees, in his absolute discretion, the reappointment of faculty member who meets all of the follwing requirements:

1) who was granted an initial full-time appointment to the rank of instructor between September 25, 1965, and December 31, 1967, and

2) who has served continuously and satisfactorily at the rank of instructor since the time of his initial appointment, and

3) who, prior to the beginning of his fifth year of continuous service at the college, has **not** completed the minimum requirements for promotion to assistant professor—namely **a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college.**

III. **Reappointment Procedures and Conditions.** The following special procedures and conditions shall be controlling in recommending any faculty member for reappointment who meets the requirements described in Section II above:

1) notice, if any, of his reappointment at the rank of instructor shall be given not later than April 1, 1911, April 1,1972, and April 1, 1973, as the case may be.

2) each such faculty member shall give written notice to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college, within 15 months after each such notice of reappointment.

3) each such faculty member shall be subject evaluation in February, 1972, and February, 1973. Such evaluation will be conducted by a committee composed of the faculty member's department chairman, the academic dean and/or the President, and one other tenured member of the faculty. In each such evaluation, the committee shall give due consideration to the faculty member's progress in satisfactorily

completing the minimum degree and credit requirements as described aforesaid, as well as to such additional factors as (a) classroom effectiveness; (b) professional activities, including positions of leadership; (c) research and publications; (d) contribution to the college community; (e) advanced study; and (f) leadership in community affairs.

4) such evaluation committee shall transmit to the Presideant the results of its evaluation, and a recommendation not later than March 1, 1972, and March 1, 1973, as the case may be, either (a) that the faculty member be reappointed for one additional academic year, of (b) that the faculty member not be reappointed.

5) in the event that the evaluatioin committee recommends that the faculty member be reappointed for one additional academic year, the President of the college, if he concurs with the committee, may transmit his recommendation to the Board of Trustees for reappointment provided, however, that such faculty member first

(a) gives written notice prior to March 1, 1972, and March 1, 1973, to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college, within 15 months of notice of his reappointment, and

(b) agrees to be subject to evaluation in the following February in accordance with the terms and procedures, and by a committee composed of those members described above in subsection 3.

6) in the event that the evaluation committee recommends that the faculty member not be reappointed, the President shall notify such faculty member by April 1, 1972, and April 1, 1973, as the case may be, that he will not be reappointed, for an additional academic year.

7) not later than December 31, 1973, all such faculty members shall have been given written notice, notwithstanding any foregoing provision of this amendment to the contrary, that:

either (a) he is to be promoted to the rank of assistant professor

or (b) he is not to be reappointed for an additional academic year.

It is the intent of this plrovision to insure that all such faculty members at the rank of instructor shall be "up or out" not later than December 31, 1973.

8) such faculty member shall under no circumstances become eligible for promotion to assistant professor unless he shall have both (a) met the minimum requirements for such promotion of a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college, and (b) been recommended to the President of the college for such promotion by the special evaluation committee.

9) such faculty member shall under no circumstances become eligible for consideration for tenure nor shall he gain tenure until the termination of his first complete academic year following his promotion to the rank of assistant professor. (eff.1-11-71)

NON-DISCRIMINATION

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, natural origin, age, or sex as prescribed in applicable federal and state law.(eff. 12-11-69)

DEFINITION OF WORK YEAR

Under the provisions of Section 31 of Chapter 29 of the General Laws the Board of Trustees has the statutory responsibility to define length of the working year for those members of the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the facuty working year as constituting the ten-month period beginning on September 1 and ending on June 30.(eff. 12-13-66)